

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

NADIA OLENIK; ALI EVANS; and KIM  
PORTER, individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TIME WARNER CABLE INC.; TIME WARNER  
ENTERTAINMENT COMPANY, L.P.; TIME  
WARNER CABLE LLC; and TIME WARNER NY  
CABLE LLC D/B/A TIME WARNER CABLE  
SHARED SERVICES,

Defendants.

Case No.: 1:12-cv-03971(KPF)

NOTICE OF CLASS ACTION  
SETTLEMENT

**TO: ALL CURRENT AND FORMER CUSTOMER SERVICE REPRESENTATIVES  
EMPLOYED BY DEFENDANTS AS CUSTOMER SERVICE REPRESENTATIVES IN  
THE BERGEN NEW JERSEY CALL CENTER BETWEEN MAY 18, 2009 AND  
[INSERT PRELIM. APPROVAL DATE]**

**PLEASE READ THIS NOTICE CAREFULLY. THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK AUTHORIZED THIS NOTICE. THIS IS  
NOT A SOLICITATION FROM A LAWYER.**

**SPANISH VERSION AVAILABLE: [Insert statement in Spanish indicating Spanish version of  
Notice and forms are available by contacting Claims Administrator]**

**INTRODUCTION**

This Notice describes a proposed settlement (the "Settlement") of the class action lawsuit *Nadia Oleniak, Ali Evans and Kim Porter v. Time Warner Cable Inc., Time Warner Entertainment Co., L.P., Time Warner Cable LLC and Time Warner NY Cable LLC d/b/a Time Warner Cable Shared Services*, United States District Court for the Southern District of New York, Case No. 1:12-cv-03971(KPF), and is being sent to you by Order of the United States District Court for the Southern District of New York (the "Court"), which has preliminarily approved the Settlement. The Settlement will provide money to pay claims against Defendants by Customer Service Representatives who worked in the Bergen, New Jersey call center during the relevant time period and who claim they were not properly paid wages or overtime compensation for all hours worked. The Settlement will resolve all claims that were, or which

could have been, asserted in this litigation on an individual, class, or representative basis, including, but not limited to, claims under the Fair Labor Standards Act.

You have received this notice because records indicate that you worked as a Customer Service Representative in the Bergen, New Jersey call center at some time since May 18, 2009. This Notice informs you of how you can make a claim under the Settlement.

The following table summarizes your options in responding to this Notice and the result of you exercising each option. These options are described in more detail below.

<b>SUMMARY OF LEGAL RIGHTS AND OPTIONS</b>	
<b>OPTION</b>	<b>RESULT</b>
Submit a Claim Form	The only way to receive a payment from the proceeds of the Settlement.
Object	Write to the Court and explain any concerns you have regarding the Settlement.
Attend hearing	Request to speak to the Court about the fairness of the Settlement.
Do nothing	Receive no payment. Preserve your right to bring your own claim.

#### **CRITICAL DATES**

**[CLAIM DEADLINE]:** The last date to sign, complete and mail the enclosed "Consent to Become a Party and Claim Form" to receive your share of the Settlement proceeds.

**[OBJECT DEADLINE]:** The last date to mail any written objections to the Settlement.

**[HEARING DATE]:** The date of the Court hearing to determine whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court. **BACKGROUND OF THE CASE**

Former Customer Service Representatives ("Plaintiffs") filed a proposed class action complaint ("the Litigation") against Defendants on behalf of themselves and all others alleged to be similarly situated.

Plaintiffs allege in the Litigation that since May 18, 2009, Defendants failed to pay Customer Service Representatives all wages due, including regular or overtime wages, for all hours worked.

Defendants contend that the Litigation lacks merit and that it properly paid Customer Service Representatives for all hours worked, including regular or overtime wages. Defendants deny that Plaintiffs or Customer Service Representatives are entitled to any relief whatsoever under the Fair Labor Standards Act.

The case has been actively litigated since it was filed, which includes substantial written discovery and depositions. The Parties also engaged in intensive fact review and document exchange prior to mediating this case before David Geronemus, Esquire, a prominent New York mediator and viewed as one of the nation's leading experts in alternative dispute resolution. With the assistance of Mr. Geronemus, the parties agreed to the Settlement. The Settlement has been preliminarily approved by the Court.

### **YOUR RIGHT TO PARTICIPATE IN THE LAWSUIT AND SETTLEMENT**

You may be able to join this lawsuit, or "opt-in," as a Party and participate in the Settlement if you worked as a Customer Service Representative in the Bergen, New Jersey call center at some time since May 18, 2009. You are not required to participate in this lawsuit. If, however, you wish to join as a Party and participate in the settlement, you may sign the enclosed "Consent to Become a Party and Claim Form" and mail it as directed in form.

If you do not file a Consent to Become a Party and Claim Form on or before the deadline stated therein, you will not be able to participate in this lawsuit or the settlement.

If you choose to join in this lawsuit, you will be bound by the Settlement and/or any judgment in this action (if any), whether it is favorable or unfavorable. You will also give up the right to file a suit in a separate action for the claims made in this case.

The attorneys for the Plaintiffs seek payment of attorneys' fees on a contingency fee basis out of any recovery. If you join this suit and agree to be represented by Plaintiffs' counsel, then you agree to a contingency fee agreement, a copy of which is available from Plaintiffs' counsel, and you designate Plaintiffs' counsel as your attorney to make decisions on your behalf concerning this litigation, the method and manner of conducting the litigation, and all other matters pertaining to this lawsuit.

If you choose not to join this suit, your rights will not be affected by any judgment or settlement rendered in this case, whether favorable or unfavorable. If you choose not to join in the lawsuit, you are free to file your own lawsuit and you may be represented by your attorney of choice.

### **SUMMARY OF THE PROPOSED SETTLEMENT**

#### **Who is included in the Settlement?**

You are eligible for inclusion in the Settlement if you were employed by Defendants as a Customer Service Representative in the Bergen, New Jersey call center sometime between May 18, 2009 and [INSERT PRELIM. APPROVAL DATE] (the "Recovery Period"). Defendants will make a Settlement Payment, through an independent Claims Administrator, to each Settlement Class Member who is eligible for payment and submits a timely and valid "Consent to Become a Party and Claim Form, based on the formula set forth below.

#### **What will I receive from the Settlement?**

The Settlement calls for a total maximum payment by Defendants not to exceed Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00). The amount to be paid to Participating Class Members from the Settlement, following Court-approved deductions, is estimated at \$\_\_\_\_,000.00, calculated as follows:

\$3,750,000.00	Settlement Amount
- \$____,000.00	(Estimated Litigation Costs)

- \$\_\_\_\_,000.00 (Estimated Class Representative Participation Payments)
- \$\_\_\_\_,000.00 (Estimated Attorneys' Fees)
- 
- (Estimated Claims Administrator Fees)
- \$\_\_\_\_,000.00 (Estimated Taxes Owed by Defendants on Wage Payments)
- \$\_\_\_\_,000.00
- \$\_\_\_\_,000.00 Estimated Net Settlement Amount payable to Settlement Class

The Net Settlement Amount may vary depending upon whether and in what amounts, the Court approves the "estimated" costs set forth above. Participating Class Members will be eligible to receive payments from the Net Settlement Amount subject to the specific terms of the Settlement Agreement and based upon the following formula:

Each Participating Class Member will receive a pro rata share of the Net Settlement Amount based on the number of weeks in which the Participating Class Member performed work for Defendants as a Customer Service Representative in Bergen, New Jersey. For purposes of this Agreement, partial weeks worked will be counted as full weeks of work. Compensable workweeks shall include only those workweeks during the Class Period for which Defendants' records reflect that a Class Member received pay for actual work performed (e.g., a Class Member who does not work for an entire workweek does not receive "pay for work performed" during that workweek, regardless of whether the Class Member is paid for all or a portion of that workweek due to vacation pay, sick pay or similar reasons) as a Customer Service Representative in the Bergen New Jersey call center. It is estimated that Participating Class Members would receive up to a maximum of \$\_\_\_\_\_ for each compensable workweek, although this amount may be less depending on administration fees and/or other costs.

Each Settlement Class Member who timely submits a full, complete and valid "Consent to Become a Party and Claim Form" no later than [CLAIM DEADLINE] demonstrating that he/she qualifies for a payment under the terms of the Settlement, is a "Participating Class Member" and will receive a pro rata portion of the Net Settlement Amount, as described based on the above formulas. The amount you are eligible to receive is subject to change, either up or down, depending on a variety of factors. If there is a certain portion of the Recovery Period for which you were employed as a Customer Service Representative but do not wish to receive settlement monies, you will have an opportunity to provide that information on the Consent to Become a Party and Claim Form.

#### **When will I receive my Settlement Payment?**

The Settlement Payments will be paid approximately 14 days after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. The earliest that the Settlement Payment could occur is in [DATE].

**Class Representative Payments:** Subject to approval and order by the Court, and pursuant to applicable legal standards, there will be a payment to Named Plaintiffs Nadia Oleniak, Ali Evans and Kim Porter and Opt-in Plaintiffs Christopher Gervais, Dearise Wilson and Joseph Sokolowski as follows:

- i. Nadia Oleniak - \$20,000;
- ii. Ali Evans, Kim Porter, Christopher Gervais, Dearise Wilson, and Joseph Sokolowski - \$10,000 each.

This payment is intended to provide reasonable additional compensation for the time and effort expended by them in connection with the initiation and maintenance of the Litigation, and the assistance they provided to Class Counsel. Defendants will not oppose this request.

**Attorneys' Fees and Costs:** Subject to approval and order by the Court, and pursuant to applicable legal standards, Class Counsel will seek an award of attorneys' fees for no more than 33.3% of the Maximum Settlement Amount. In addition, Class Counsel will ask to be reimbursed for reasonable litigation costs and expenses incurred in prosecuting this action. Class Counsel believes that the amounts for costs and attorneys' fees requested is fair and reasonable. Defendants will not oppose Class Counsel's request for these amounts.

**Claims Administrator:** The Court has appointed RG/2 Claims Administration LLC, by William W. Wickersham, Esq. to act as an independent Claims Administrator to process this settlement, to resolve any dispute concerning a Settlement Class Member's eligibility to participate in the Settlement and his or her share of the Settlement proceeds and to make payments to Participating Class Members. Subject to approval and order by the Court, the independent claims administrator will be reimbursed for administering this settlement in an amount estimated to be up to \$27,500.

#### **YOUR LEGAL REPRESENTATION**

The Court has decided that the following attorneys are qualified to represent you and all other Settlement Class Members:

Christopher Q. Davis (cdavis@stollglickman.com)  
Stoll, Glickman & Bellina, LLP  
475 Atlantic Avenue  
Third Floor  
Brooklyn, NY 11217

These attorneys are called "Class Counsel." You do not need to hire your own attorney because Class Counsel is working on your behalf. You do, however, have the right to have your own attorney, but you will be required to pay his or her fees. If you have questions or desire additional details, you may call, email or correspond with Class Counsel. You may also view any of the documents on file with the Court in the Litigation at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312.

#### **WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**



**Joining the Litigation and Submitting a Claim:** Any Class Member who wishes to submit a claim must complete and sign the Consent to Become a Party and Claim Form under penalty of perjury, and then return it, along with a copy of their legally recognized photo identification, to:

TIME WARNER CABLE SETTLEMENT  
c/o [INSERT NAME OF CLASS ADMINISTRATOR]  
[INSERT ADDRESS LINE 1]  
[INSERT ADDRESS LINE 2]  
[INSERT PHONE NUMBER]

The Consent to Become a Party and Claim Form must be postmarked no later than [insert]. If you lose, misplace, or need another form, you should contact the Claims Administrator.

The Consent to Become a Party and Claim Form mailed to you with this Notice lists, according to Defendants' Human Resource and Payroll records, the office(s) to which you were assigned as a Customer Service Representative during the Recovery Period and the number of workweeks you worked at each office (excluding full workweeks during which you did not actively work). The form also lists the amount of actual payment you may be eligible to receive under the Settlement based on Defendants' records. The only issues subject to dispute by you are (1) the office(s) to which you were assigned, (2) the number of workweeks (excluding full workweeks during which you were on a leave of absence, vacation or otherwise not performing work for Defendants) that you worked at each office and (3) the amount of actual payment you are eligible to receive under the Settlement. You have the opportunity to dispute these issues if you believe Defendants' records are incorrect by completing the appropriate section on your Consent to Become a Party and Claim Form and providing any supporting evidence or documentation to the Claims Administrator within the time period provided for submitting the form. Defendants' records will be presumed determinative, but the Claims Administrator will evaluate the information and evidence submitted by the Settlement Class Member. Any disputes raised by you will be finally resolved by the Claims Administrator.

**Objection to Settlement:** You can object to the terms of the Settlement before final approval if you timely submit a Consent to Become a Party and Claim Form. However, if you submit a Consent to Become a Party and Claim Form and the Court rejects your objection, you will still be bound by the terms of the Settlement. If you fail to timely submit a Consent to Become a Party and Claim Form, you will not be permitted to file objections to the Settlement or appear at the final approval hearing to voice any objections to the Settlement. To object, you must timely submit a Consent to Become a Party and Claim form and you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [FINAL APPROVAL HEARING DATE], at [TIME LOCATION], with the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312, and send copies to the following:

**CLASS COUNSEL**

Christopher Q. Davis, Esq.  
Stoll, Glickman & Bellina, LLP  
475 Atlantic Avenue  
Third Floor

**DEFENDANTS' COUNSEL**

J. Scott Carr, Esq.  
Wargo French LLP  
999 Peachtree Street, NE, 26<sup>th</sup> Floor  
Atlanta, Georgia 30309

Brooklyn, NY 11217  
cdavis@stollglickman.com

404-853-1500  
scarr@wargofrench.com

Any written objection shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates of your employment with Defendants. To be valid and effective, any objection to approval of the Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than **[OBJECT DEADLINE]**. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this settlement, you will be solely responsible for the fees and costs of your own attorney.

### **EFFECT OF THE SETTLEMENT**

The settlement is intended to settle all claims against Defendants that Settlement Class Members have asserted in the Litigation, or could have asserted in the Litigation, including, but not limited to, (a) alleged failure to pay Customer Service Representatives any wages due, including regular or overtime compensation; and/or (b) any other claims arising under the Fair Labor Standards Act or similar state laws based on the Class Members' employment as Customer Service Representatives for Defendants. The release will extend to Defendants and their partners, directors, officers, employees, agents, servants, registered representatives, administrators, predecessors, successors, parents, subsidiaries, affiliates, fiduciaries, trustees, assigns, attorneys, and agents (collectively "Defendants"). To achieve a full and complete release of Defendants, each Settlement Class Member acknowledges that this settlement is intended to include in its effect all claims arising from or related to the Litigation that each Settlement Class Member does not know or suspect to exist in his or her favor at the time that he or she signs his or her Consent to Become a Party and Claim Form.

If you submit a claim and choose to participate in this settlement, please be advised that if you later initiate a lawsuit against Defendants based on any claim that you have released above, and the Court invalidates the release, you must return to Defendants all payments that you have received under this settlement within five (5) days of Defendants' request.

If the Settlement is approved by the Court and becomes final, the Settlement will be consummated. If the Settlement is not approved by the Court or does not become final for some other reason, the Litigation will continue.

### **FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312 on **[FINAL APPROVAL HEARING DATE AND TIME]**, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court.

### **ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Settlement and Release Between Plaintiffs and Defendants," which is on file with the Clerk of the Court. The pleadings and other records in the Litigation, including that stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312.

If you are a current employee of Defendants (or a successor, parent, subsidiary or affiliate of Defendants), please know that you will not suffer any retaliation should you decide to participate in this settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL (NOT DEFENDANTS' COUNSEL) OR THE CLAIMS ADMINISTRATOR LISTED HEREIN BY ORDER OF THE COURT.**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

NADIA OLENIAK; ALI EVANS; and KIM  
PORTER, individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TIME WARNER CABLE INC.; TIME WARNER  
ENTERTAINMENT COMPANY, L.P.; TIME  
WARNER CABLE LLC; and TIME WARNER NY  
CABLE LLC D/B/A TIME WARNER CABLE  
SHARED SERVICES,

Defendants.

Case No.: 1:12-cv-03971(KPF)

**REQUEST FOR EXCLUSION FORM**

**PLEASE READ CAREFULLY**

**ONLY COMPLETE THIS FORM IF YOU WANT TO EXCLUDE YOURSELF FROM, AND NOT PARTICIPATE IN, THE CLASS ACTION SETTLEMENT OF THE ABOVE-ENTITLED ACTION. THE DETAILS OF THE CLASS ACTION SETTLEMENT ARE DESCRIBED IN THE NOTICE THAT WAS PROVIDED TO YOU WITH THIS FORM. IF YOU EXCLUDE YOURSELF FROM THIS SETTLEMENT, YOU WILL NOT RECEIVE A SHARE OF THE SETTLEMENT AMOUNT BEING DISTRIBUTED IN ACCORDANCE WITH THE TERMS OF THE SETTLEMENT. IF YOU DO NOT FILL OUT THIS FORM AND SUBMIT IT BY THE DATE SET FORTH IN THE NOTICE THAT WAS PROVIDED TO YOU WITH THIS FORM, YOU WILL RELEASE YOUR CLAIMS IN THE CLASS ACTION SETTLEMENT.**

I do not wish to receive compensation under the terms of the proposed settlement or to otherwise participate in the proposed settlement. Therefore, I hereby exclude myself from the settlement.

\_\_\_\_\_, 2013  
Signature Date

\_\_\_\_\_  
Print Name Social Security Number

\_\_\_\_\_  
Address

Daytime Telephone Number: \_\_\_\_\_  
Evening Telephone Number: \_\_\_\_\_

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT AND HEARING  
DATE FOR COURT APPROVAL

NADIA OLENIAC; ALI EVANS; and KIM  
PORTER, individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TIME WARNER CABLE INC.; TIME WARNER  
ENTERTAINMENT COMPANY, L.P.; TIME  
WARNER CABLE LLC; and TIME WARNER NY  
CABLE LLC D/B/A TIME WARNER CABLE  
SHARED SERVICES,

Defendants.

Case No.: 1:12-cv-03971(KPF)

NOTICE OF CLASS ACTION  
SETTLEMENT

**TO: ALL CURRENT AND FORMER CUSTOMER SERVICE REPRESENTATIVES  
EMPLOYED BY DEFENDANTS AS CUSTOMER SERVICE REPRESENTATIVES IN  
NEW YORK CALL CENTERS LOCATED IN FLUSHING, STATEN ISLAND AND  
HUDSON VALLEY BETWEEN MAY 18, 2006 AND [INSERT PRELIM. APPROVAL  
DATE]**

**PLEASE READ THIS NOTICE CAREFULLY. THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK AUTHORIZED THIS NOTICE. THIS IS  
NOT A SOLICITATION FROM A LAWYER.**

**SPANISH VERSION AVAILABLE: [Insert statement in Spanish indicating Spanish version of  
Notice and forms are available by contacting Claims Administrator]**

**INTRODUCTION**

This Notice describes a proposed settlement (the "Settlement") of the class action lawsuit *Nadia Oleniak, Ali Evans and Kim Porter v. Time Warner Cable Inc., Time Warner Entertainment Co., L.P., Time Warner Cable LLC and Time Warner NY Cable LLC d/b/a Time Warner Cable Shared Services*, United States District Court for the Southern District of New York, Case No. 1:12-cv-03971(KPF), and is being sent to you by Order of the United States District Court for the Southern District of New York (the "Court"), which has preliminarily approved the Settlement. The Settlement will provide money to pay claims by Customer Service Representatives against Defendants in the following locations in New York: Flushing, Staten Island and Hudson Valley, during the relevant time period who claim they were

not properly paid wages or overtime compensation for all hours worked. The Settlement will resolve all claims that were, or which could have been, asserted in this litigation on an individual, class, or representative basis, including, but not limited to, claims under the Fair Labor Standards Act and the New York Labor Law.

You have received this notice because records indicate that you worked as a Customer Service Representative in at least one of the following call centers in New York: Flushing, Staten Island or Hudson Valley at any time since May 18, 2006. This Notice informs you of how you can make a claim under the Settlement.

The following table summarizes your options in responding to this Notice and the result of you exercising each option. These options are described in more detail below.

<b>SUMMARY OF LEGAL RIGHTS AND OPTIONS</b>	
<b>OPTION</b>	<b>RESULT</b>
Submit an exclusion form	Request to be excluded from the Settlement and retain your rights to bring your own lawsuit.
Object	Write to the Court and explain any concerns you have regarding the Settlement.
Attend hearing	Request to speak to the Court about the fairness of the Settlement.
Do nothing	Receive payment. Give up your right to bring your own claim or lawsuit.

### **CRITICAL DATES**

**[EXCLUSION DEADLINE]:** The last date to sign, complete and mail the enclosed Request for Exclusion Form to opt out of the Settlement and retain your rights to bring your own claim.

**[OBJECT DEADLINE]:** The last date to mail any written objections to the Settlement.

**[HEARING DATE]:** The date of the Court hearing to determine whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court.

### **BACKGROUND OF THE CASE**

Former Customer Service Representatives ("Plaintiffs") filed a proposed class action complaint ("the Litigation") against Defendants on behalf of themselves and all other members of the public alleged to be similarly situated.

Plaintiffs allege in the Litigation that since May 18, 2006, Defendants failed to pay Customer Service Representatives all wages due, including regular or overtime wages for all hours worked.

Defendants contend that the Litigation lacks merit and that it properly paid Customer Service Representatives for all hours worked, including regular or overtime wages. Defendants deny that

Plaintiffs or Customer Service Representatives are entitled to any relief whatsoever under the Fair Labor Standards Act or the New York Labor Law.

The case has been actively litigated since it was filed, which includes substantial written discovery and depositions. The Parties also engaged in intensive fact review and document exchange prior to mediating this case before David Geronemus, Esquire, a prominent New York mediator and viewed as one of the nation's leading experts in alternative dispute resolution. With the assistance of Mr. Geronemus, the parties agreed to the Settlement. The Settlement has been preliminarily approved by the Court.

### **SUMMARY OF THE PROPOSED SETTLEMENT**

#### **Who is included in the Settlement?**

You are eligible for inclusion in the Settlement if you were employed by Defendants as a Customer Service Representative in at least one of the following call centers in New York: Flushing, Staten Island or Hudson Valley between May 18, 2006, and [INSERT PRELIM. APPROVAL DATE] (the "Recovery Period"). Defendants will make a Settlement Payment, through an independent Claims Administrator, to each Settlement Class Member who is eligible for payment, based on the formula set forth below.

#### **What will I receive from the Settlement?**

The Settlement calls for a total maximum payment by Defendants not to exceed Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00). The total amount payable to Participating Class Members from the Settlement, following Court-approved deductions, is estimated at \$\_\_\_\_,000.00, calculated as follows:

\$3,750,000.00	Settlement Amount
- \$____,000.00	(Estimated Litigation Costs)
- \$____,000.00	(Estimated Class Representative Participation Payments)
- \$____,000.00	(Estimated Attorneys' Fees)
-	
-	
- \$____,000.00	(Estimated Claims Administrator Fees)
\$____,000.00	(Estimated Taxes Owed by Defendants on Wage Payments)
\$____,000.00	Estimated Net Settlement Amount payable to Settlement Class



The Net Settlement Amount may vary depending upon whether and in what amounts, the Court approves the “estimated” costs set forth above. Participating Class Members will be eligible to receive payments from the Net Settlement Amount subject to the specific terms of the Settlement Agreement and based upon the following formula:

Each Participating Class Member will receive a pro rata share of the Net Settlement Amount based on the number of weeks in which the Participating Class Member performed work for Defendants as a Customer Service Representative in at least one of the following locations in New York: Flushing, Staten Island or Hudson Valley. For purposes of this Agreement, partial weeks worked will be counted as full weeks of work. Compensable workweeks shall include only those workweeks during the Class Period for which Defendants’ records reflect that a Class Member received pay for actual work performed (e.g., a Class Member who does no work during a workweek does not receive pay for “work performed” during that workweek, regardless of whether the Class Member is paid for all or a portion of that workweek due to vacation pay, sick pay or similar reasons) as a Customer Service Representative in at least one of the following locations in New York: Flushing, Staten Island or Hudson Valley. It is estimated that Participating Class Members would receive up to a maximum of \$ \_\_\_\_\_ for each compensable workweek, although this amount may be less depending on administration fees and/or other costs.

Each Settlement Class Member is a “Participating Class Member” and will receive a pro rata portion of the Net Settlement Amount based on the above formula unless she or she completes and timely returns a Request for Exclusion. The amount you are eligible to receive is subject to change, either up or down, depending on a variety of factors.

**When will I receive my Settlement Payment?**

The Settlement Payments will be paid approximately 14 days after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. The earliest that the Settlement Payment could occur is in [DATE].

**Class Representative Payments:** Subject to approval and order by the Court, and pursuant to applicable legal standards, there will be a payment to Named Plaintiffs Nadia Oleniak, Ali Evans and Kim Porter and Opt-in Plaintiffs Christopher Gervais, Dearise Wilson and Joseph Sokolowski as follows:

- i. Nadia Oleniak - \$20,000;
- ii. Ali Evans, Kim Porter, Christopher Gervais, Dearise Wilson, and Joseph Sokolowski - \$10,000 each.

This payment is intended to provide reasonable additional compensation for the time and effort expended by them in connection with the initiation and maintenance of the Litigation, and the assistance they provided to Class Counsel. Defendants will not oppose this request.

**Attorneys' Fees and Costs:** Subject to approval and order by the Court, and pursuant to applicable legal standards, Class Counsel will seek an award of attorneys' fees of no more than 33.3% of the Maximum Settlement Amount. In addition, Class Counsel will ask to be reimbursed for reasonable litigation costs and expenses incurred in prosecuting this action. Class Counsel believes that the amounts for costs and attorneys' fees requested is fair and reasonable. Defendants will not oppose Class Counsel's request for these amounts.

**Claims Administrator:** The Court has appointed RG/2 Claims Administration LLC, by William W. Wickersham, Esq. to act as an independent Claims Administrator to process this settlement, to resolve any dispute concerning a Settlement Class Member's eligibility to participate in the Settlement and his or her share of the Settlement proceeds and to make payments to Participating Class Members. Subject to approval and order by the Court, the independent claims administrator will be reimbursed for administering this settlement in an amount estimated to be up to \$27,500.

### **YOUR LEGAL REPRESENTATION**

The Court has decided that the following attorneys are qualified to represent you and all other Settlement Class Members:

Christopher Q. Davis (cdavis@stollglickman.com)  
Stoll, Glickman & Bellina, LLP  
475 Atlantic Avenue  
Third Floor  
Brooklyn, NY 11217

These attorneys are called "Class Counsel." You do not need to hire your own attorney because Class Counsel is working on your behalf. You do, however, have the right to have your own attorney, but you will be required to pay his or her fees. If you have questions or desire additional details, you may call, email or correspond with Class Counsel. You may also view any of the documents on file with the Court in the Litigation at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312.

### **WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

**Excluding Yourself from the Settlement:** If you do not wish to be bound by the Settlement and do not wish to receive a settlement payment, you must complete the Request for Exclusion Form and return it. The Request for Exclusion Form must be signed, dated, postmarked no later than [CLAIM DEADLINE] and returned to:

TIME WARNER CABLE SETTLEMENT  
c/o [INSERT NAME OF CLASS ADMINISTRATOR]  
[INSERT ADDRESS LINE 1]  
[INSERT ADDRESS LINE 2]  
[INSERT PHONE NUMBER]

Any person who submits a complete and timely Request for Exclusion Form shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the

Settlement, and shall receive no benefits from the Settlement. Any such person may, at their own expense, pursue any claims he or she may have against Defendants. An incomplete or unsigned Request for Exclusion will be deemed invalid. If you submit a complete and timely Request for Exclusion form, you will not be permitted to file objections to the Settlement or appear at the final approval hearing to voice any objections to the Settlement.

**Objection to Settlement:** You can object to the terms of the Settlement before final approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for **[FINAL APPROVAL HEARING DATE]**, at **[TIME LOCATION]**, with the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312, and send copies to the following:

**CLASS COUNSEL**

Christopher Q. Davis, Esq.  
Stoll, Glickman & Bellina, LLP  
475 Atlantic Avenue  
Third Floor  
Brooklyn, NY 11217  
cdavis@stollglickman.com

**DEFENDANTS' COUNSEL**

J. Scott Carr, Esq.  
Wargo French LLP  
999 Peachtree Street, NE, 26<sup>th</sup> Floor  
Atlanta, Georgia 30309  
404-853-1500  
scarr@wargofrench.com

Any written objection shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates of your employment with Defendants. To be valid and effective, any objection to approval of the Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than **[OBJECT DEADLINE]**. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this settlement, you will be solely responsible for the fees and costs of your own attorney.

**EFFECT OF THE SETTLEMENT**

The settlement is intended to settle all claims against Defendants that Settlement Class Members have asserted in the Litigation, or could have asserted in the Litigation, including, but not limited to, (a) alleged failure to pay Customer Service Representatives any wages due, including regular or overtime compensation; and (b) any other claims arising under the Fair Labor Standards Act or New York Labor Law based on the Class Members' employment as Customer Service Representatives for Defendants. The release will extend to Defendants and their partners, directors, officers, employees, agents, servants, registered representatives, administrators, predecessors, successors, parents, subsidiaries, affiliates, fiduciaries, trustees, assigns, attorneys, and agents (collectively "Defendants"). If you were employed as a Customer Service Representative with Defendants at any time after May 18, 2006, and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described claims. To achieve a full and complete release of Defendants, each Settlement Class Member acknowledges that this settlement is intended to include in its effect all claims

arising from or related to the Litigation that each Settlement Class Member does not know or suspect to exist in his or her favor as of the date of the Court's Preliminary Approval of the Settlement.

If you are a Class Member and do not elect to exclude yourself from the Settlement as provided for in this Notice, please be advised that if you later initiate a lawsuit against Defendants based on any claim that you have released above, and the Court invalidates the release, you must return to Defendants all payments that you have received under this settlement within five (5) days of Defendants' request.

Furthermore, if you are a Class Member and do not elect to exclude yourself from the Settlement as provided for in this Notice, you will be deemed to have entered into this release and to have released the above-described claims. If the Settlement is approved by the Court and becomes final, the Settlement will be consummated. If the Settlement is not approved by the Court or does not become final for some other reason, the Litigation will continue.

#### **FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312 on **[FINAL APPROVAL HEARING DATE AND TIME]**, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court.

#### **ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Settlement and Release Between Plaintiffs and Defendants," which is on file with the Clerk of the Court. The pleadings and other records in the Litigation, including that stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312.

If you are a current employee of Defendants (or a successor, parent, subsidiary or affiliate of Defendants), please know that you will not suffer any retaliation should you decide to participate in this settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL (NOT DEFENDANTS' COUNSEL) OR THE CLAIMS ADMINISTRATOR LISTED HEREIN BY ORDER OF THE COURT.**

**CLAIM FORM**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

NADIA OLENIAK; ALI EVANS; and KIM  
PORTER, individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

TIME WARNER CABLE INC.; TIME WARNER  
ENTERTAINMENT COMPANY, L.P.; TIME WARNER  
CABLE LLC; and TIME WARNER NY CABLE LLC  
D/B/A TIME WARNER CABLE SHARED SERVICES,

Defendants.

Case No.: 1:12-cv-03971(KPF)

**CONSENT TO BECOME A PARTY  
AND CLAIM FORM**

**THIS CONSENT TO BECOME A PARTY AND CLAIM FORM MUST BE COMPLETED, SIGNED,  
POSTMARKED AND SENT NO LATER THAN [CLAIM DEADLINE], TO THE CLAIMS  
ADMINISTRATOR AT THE ADDRESS SET FORTH BELOW IF YOU WISH TO PARTICIPATE IN  
THE SETTLEMENT.**

Time Warner Cable Settlement

c/o \_\_\_\_\_

[INSERT ADDRESS]

[INSERT ADDRESS]

[INSERT PHONE NUMBER]

**SPANISH VERSION AVAILABLE:** [Insert statement in Spanish indicating Spanish version of Consent to Become a Party and Claim Form is available by contacting Class Counsel or the Claims Administrator]

**INTRODUCTION**

You are receiving this Consent to Become a Party and Claim Form ("Claim Form") in connection with a proposed settlement (the "Settlement") of the class action lawsuit *Nadia Oleniak, Ali Evans and Kim Porter v. Time Warner Cable Inc., Time Warner Entertainment Co., L.P., Time Warner Cable LLC and Time Warner NY Cable LLC d/b/a Time Warner Cable Shared Services*, United States District Court for the Southern District of New York, Case No. 1:12-cv-03971(KPF). This Claim Form is being sent to you by Order of the United States District Court for the Southern District of New York (the "Court"), which has preliminarily approved the Settlement. The Settlement will provide money to pay claims against Defendants by Customer Service Representatives who worked in the Bergen, New Jersey call center during the relevant time period and who claim they were not properly paid wages or overtime compensation for all hours worked. The Settlement will resolve all claims that were, or which



could have been, asserted in this litigation on an individual, class, or representative basis, including, but not limited to, claims under the Fair Labor Standards Act.

You have received this Claim Form because records indicate that you worked as a Customer Service Representative in the Bergen, New Jersey call center at some time since May 18, 2009. This Claim Form will allow you to make a claim in the Settlement.

### **INSTRUCTIONS**

1. If you wish to join this litigation and participate in the settlement, you must read, complete, sign, postmark and mail this Claim Form by the date set forth above. If you do not wish to join the litigation, you do not need to return this Claim Form or take any other action. If you do not elect to join the litigation, you will retain any right you may have to bring your own claim.
2. If you move, you must send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator.
3. Limited information is required below. If additional information or documentation is required, a separate request will be sent to you.

Based in part on the information you certify below, it will be determined whether you are eligible to receive any payment and, if so, the actual amount of the payment.

The following table summarizes your options in responding to this Claim Form and the result of you exercising each option. These options are described in more detail below.

<b>SUMMARY OF LEGAL RIGHTS AND OPTIONS</b>	
<b>OPTION</b>	<b>RESULT</b>
Submit a Claim Form	The only way to receive a payment from the proceeds of the Settlement.
Object	Write to the Court and explain any concerns you have regarding the Settlement.
Attend hearing	Request to speak to the Court about the fairness of the Settlement.
Do nothing	Receive no payment. Preserve your right to bring your own claim.

### **CRITICAL DATES**

**[CLAIM DEADLINE]:** The last date to sign, complete and mail the Claim Form to receive your share of the Settlement proceeds.

**[OBJECT DEADLINE]:** The last date to mail any written objections to the Settlement.

**[HEARING DATE]:** The date of the Court hearing to determine whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court.

### **CONSENT TO BECOME A PARTY TO A COLLECTIVE ACTION PURSUANT 29 U.S.C. § 216**

The undersigned, a current or former employee of one or more of the Defendants, hereby consents to become a Party to the Complaint filed in this action, effective on this \_\_\_ day of \_\_\_\_\_, 2013.

**LAST KNOWN COMPANY CONTACT INFORMATION**

&lt;&lt;CLAIM NO./ID&gt;&gt;

Please make any necessary corrections below:

&lt;&lt;EMPLOYEE NAME&gt;&gt;

&lt;&lt;ADDRESS LINE 1&gt;&gt;

&lt;&lt;ADDRESS LINE 2&gt;&gt;

&lt;&lt;CITY&gt;&gt;, &lt;&lt;STATE&gt;&gt; &lt;&lt;ZIP&gt;&gt;

**EMPLOYMENT INFORMATION**

According to Human Resource and Payroll records, you were employed by one or more of the Defendants as a Customer Service Representative at the Bergen, New Jersey call center at some time between May 18, 2009, and [PRELIM. APPROVAL DATE] (the "Class Period"). The records reflect further that, excluding possible leaves of absence or other absences from the workplace of at least one full workweek, you worked as a Customer Service Representative at the office(s) listed below during the time periods listed below:

**OFFICE****DATES AND NUMBER OF WEEKS EMPLOYED AT OFFICE  
(EXCLUDING PERIODS OF NON-WORK OF AT LEAST  
ONE FULL WORKWEEK)**

&lt;&lt;Office Name 1&gt;&gt;

&lt;&lt;Office Name 2&gt;&gt;

&lt;&lt;Office Name 3&gt;&gt;

If you believe the above information is incorrect, please fill in the table below with the information that you believe is correct. Inaccuracies could result from Defendants' records reflecting that you were actively working as a Customer Service Representative when you were not (for example if you were out on a leave of absence, working in a non-Customer Service Representative position or not working for Defendants at all during a time period where Defendants' records list you as a Customer Service Representative at one of its offices.)

Inaccuracies could also result if Defendants' records do not reflect that you were actively working during a period when you were. If this is the case, you must submit documentation (such as pay stubs or reimbursement records) to support the information you provide. Defendants will be given the opportunity to respond to any information or documentation that you provide. The Claims Administrator will review the information or documentation provided by you and Defendants and issue a final, non-appealable decision. **This section does not need to be completed if the office and date of employment information provided above is correct.**

<b><u>OFFICE</u></b>	<b><u>DATES EMPLOYED AT OFFICE (EXCLUDING PERIODS OF NON-WORK OF AT LEAST ONE FULL WORKWEEK)</u></b>

If there are any dates or number of weeks during the Recovery Period for which you do not wish to be considered eligible for payment, please list those Dates/Number of Weeks below:

**ESTIMATED PAYMENT**

Based on Defendants' records and the settlement formula preliminarily approved by the Court (which is described, in detail, in the notice that you received with this Claim Form), your estimated settlement payment is **\$[ESTIMATED PAYMENT]**. Please note that this is only an estimate. Your actual settlement payment may vary, up or down, depending on several factors. Defendants or the Claims Administrator will withhold any applicable withholding and deductions (such as taxes) from the portion of your payment that is attributable to wages. **You will not suffer any retaliation should you decide to participate in this settlement.**

### RELEASE

By completing this Claim Form and accepting the benefits of the settlement, you hereby release all Released Claims (including unknown Released Claims) against the Releasees.

"Released Claims" means: All claims that arose during the Class Period based on the facts that were asserted in the Litigation, including all known or unknown claims which could have been asserted in the Litigation based on those facts, and any and all claims that could be asserted related to Defendants' (a) alleged failure to pay Customer Service Representatives any wages due, including regular or overtime compensation; and/or (b) any other claims arising under the Fair Labor Standards Act or any similar state law based on the Class Members' employment as Customer Service Representatives for one or more of the Defendants.

"Releasees" means: Defendants and their partners, directors, officers, employees, agents, servants, registered representatives, administrators, predecessors, successors, parents, subsidiaries, affiliates, fiduciaries, trustees, assigns, attorneys, and agents.

"Unknown Claims" means: All claims, demands, rights, liabilities and causes of action arising from the facts alleged in the Litigation and which you do not know or suspect to exist at the time of the release of the Releasees which, if known, might affect your release of any or all of the Releasees, or might affect your decision not to object to the settlement terms.

You understand that you may discover facts in addition to or different from those which you know or believe to be true with respect to any or all of the Released Claims (including Unknown Claims), but that you expressly fully, finally and forever compromise, release, relinquish, discharge and settle, and shall be permanently enjoined and forever barred from prosecuting any and all Released Claims (including Unknown Claims) against the Releasees without regard to the subsequent discovery or existence or different or additional facts.

### SIGNATURE REQUIRED

If you wish to receive a settlement payment, you must fully complete, sign and submit this Claim Form under penalty of perjury or your claim will be denied.

**I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK THAT THE FOREGOING IS TRUE AND CORRECT.**

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature

xxx-xx-\_\_\_\_

Last Four digits of Social Security Number

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Telephone Number

**IMPORTANT CLAIM DELIVERY INFORMATION**

You may deliver your Claim Form to the Claims Administrator in person, or by sending it via first class United States mail, certified or registered mail, or via a third-party commercial carrier (such as Federal Express). However, if the Claims Administrator determines that your Claim Form was not received or was postmarked after **[CLAIM DEADLINE]**, the sole acceptable proof that you submitted the Claim Form to the Claims Administrator within the time period allowed shall be an original time stamp by the Claims Administrator demonstrating that it received the Claim Form, an original receipt from the United States Postal Service evidencing the mailing of such Claim Form by certified or registered mail, or an original receipt from the third-party commercial carrier showing shipment by that carrier. **As a result, you should consider sending this Claim Form to the Claim Administrator by certified or registered mail, or by third-party commercial carrier and retain the receipt.** If you personally deliver the Claim Form, you should obtain a receipt from the Claims Administrator.

**REMEMBER, THE COMPLETED CLAIM FORM MUST BE POSTMARKED AND SENT NO LATER THAN [CLAIM DEADLINE]**